

APPLICATION FOR PERSONAL CREDIT & AGREEMENT

Nella Oil Company, LLC | 2360 Lindbergh Street | Auburn, CA 95602
(530) 885-0401 | Fax (530) 885-5851 | www.4flyers.com



Type of Account: <input type="checkbox"/> Cardlock <input type="checkbox"/> Lubricants <input type="checkbox"/> Wholesale <input type="checkbox"/> Rack
Sales Person: _____ Phone: _____ Email: _____

PERSONAL INFORMATION

Date: _____ Full Legal Name: _____
first last middle initial

Physical Address: _____
street city state zip

Billing Address: _____
street city state zip

Social Security Number: _____ Driver's Lic. #: _____ State: _____ Birth Date: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Employer Name: _____

Title: _____ Date Employed: _____ Employer's Phone: _____

Employer's Address: _____
street city state zip

CO-APPLICANT INFORMATION

Date: _____ Full Legal Name: _____

Physical Address: _____
street city state zip

Billing Address: _____
street city state zip

Social Security Number: _____ Driver's Lic. #: _____ State: _____ Birth Date: _____

Home Phone: _____ Cell Phone: _____ Email: _____

Employer Name: _____

Title: _____ Date Employed: _____ Employer's Phone: _____

Employer's Address: _____
street city state zip

BANK REFERENCE

Bank Name: _____ Contact: _____ Phone: _____

Checking Acct. #: _____ Savings Acct. #: _____ City: _____ State: _____

DELIVERY INFORMATION

Delivery Address: _____

Current Fuel Supplier: _____ Phone: _____ Fax: _____

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AGREEMENT TO PAY CHARGES

In consideration of the opening of a Delivered Fuels, Mobile Fueling, Cardlock account or Receiving any fuel cards, the undersigned hereafter referred to as "Customer," agrees to the following terms in all credit transactions with Nella Oil Company, LLC dba Flyers, hereafter referred to as "Flyers". Customer represents, warrants and acknowledges that credit extended by Flyers will be for personal, consumer or household purposes. By using Cardlock cards or fuel delivery, Customer hereby accepts the obligation and responsibility for full payment for all fuel registered through the Commercial Fueling Systems account number(s) assigned to Customer by Flyers. Customer agrees that any liability arising from the misuse, unauthorized use, loss or theft of any one or more of the cards shall be fully borne, assumed and paid by the customer. It is further agreed that the customer will notify Flyers of any lost card immediately upon determination that a Cardlock card has been lost or stolen. Notice may be given orally but must be confirmed in writing within 24 hours by registered or certified mail. Such notice must include the card number of each lost or stolen card as well as the identification of the person responsible for the loss. Customer agrees to pay for all products delivered through the Commercial Fueling System prior to such written notice.

Customer acknowledges that Security Profiles for automating hard and soft card-use restrictions where applicable, including hours, days of the week and number of gallons, have been explained in detail and understands the risks if the Security Profiles are not used. Hard controls are not available at all sites. Customer agrees to become familiar with the posted safety procedures and follow those procedures. In the event of a product spill or discharge, Customer agrees to comply with all fire and environmental laws and regulations, including notifying immediately the appropriate local, state and federal authorities of any spill or discharge. Customer also agrees to notify Supplier of any spill or discharge as soon as possible at (775) 689-1234. Customer agrees to cooperate with all authorities and with Supplier and follow all directions for clean-up and containment operations. If a spill or discharge results from any act or failure to act by Customer or Customer's agent, Customer shall be liable to Supplier for all costs, losses or damages caused thereby. Customer shall indemnify Supplier and hold Supplier harmless for any bodily injury, property damage, containment, clean up and fire suppression costs or fines or penalties for the actions of any person using Customer's cardlock card. Customer and Guarantors will indemnify and hold Flyers, its officers, directors and shareholders, landlords, tenants and agents harmless from any liability, claims and costs, including but not limited to those for bodily injury and property damage that may be caused in whole or in part by the use of the access cards by the Customer or those using the access cards delivered to the Customer hereunder.

All debts and other obligations of any kind, regardless of credit limit requested or extended, are subject to the terms and conditions of this agreement. Written notification must be served on and received by Flyers should applicant or guarantor wish to limit product deliveries. Applicant's or guarantor's obligations under this agreement shall remain in full force and effect for all indebtedness incurred prior to such written notice. The Customer further agrees that Flyers may assess a late fee of 1.5% per month (18% annual rate) on all balances over 30 days at the end of each month; a handling charge of \$25 for each returned check, EFT or credit card charge; and all collection costs and legal fees, which will be paid at our office in Auburn, California. Customer agrees to review all invoices provided by Flyers in either electronic or printed form, and to notify Flyers not later than 15 calendar days after the date of each invoice of any errors or disputes with respect to transactions and other information reflected therein. After 15 calendar days, each such statement and the transaction therein shall be binding on Customer. I warrant the preceding information to be true, correct and complete and I authorize the references listed on this application to release to Flyers information related to applicant's accounts. I authorize Flyers to secure information regarding applicant's or guarantor's credit history from any commercial or consumer reporting agency or trade organization and authorize the release of information regarding applicant's account with Flyers to such agencies. All applications are processed, payments are received and posted, and records maintained at Flyers' Auburn, California office. Therefore, Customer(s) and Guarantor(s) acknowledge this agreement for all purposes is made and entered into and performance of Customer(s) and Guarantor(s) to make payment is in Auburn, California. This agreement shall be interpreted and construed in accordance with and shall be governed by the laws of the State of California. Any and all disputes arising under this agreement which cannot be settled by and between the parties, shall be submitted to binding arbitration before such arbitrator as the parties agree or, if they cannot agree, then as ordered by a Judge of the Superior Court for the County of Placer, California. It is also understood and agreed that any cardlock cards issued are solely for the business and not for the personal use of the Customer as an accommodation to the Customer.

All applications are processed, payments are received and posted, and records maintained at Flyers' Auburn, California office. Therefore, this agreement for all purposes is made and entered into only when executed by Flyers at its Auburn, California office. The obligation of Customer(s) and Guarantor(s) to make payment is to be performed by payment at Flyers' Auburn, California offices. Any action to enforce the agreement shall be maintained in the proper court located in Auburn, California. It is also understood and agreed that any Cardlock cards issued are solely for personal use as an accommodation to Customer.

CUSTOMER'S SIGNATURE

PRINTED NAME AND TITLE

DATE

CONTINUING PERSONAL GUARANTEE

Person(s) signing Personal Guarantee: The undersigned individually, jointly and severably unconditionally guarantees to Flyers due and punctual payment performance, and discharge of all debts, obligations, and liabilities, as may now exist and as may hereafter arise, and agree to be bound by all of the terms and conditions described in this application, including but not limited to the provisions of the Credit Agreement. Any payment by Guarantor will be made to Flyers at Flyers' offices located in Auburn, CA. Actions may be brought and prosecuted against the undersigned, and the undersigned waive the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof. This is a continuing guaranty and shall remain in full force and effect until such times as written notice of actual revocation is received by Flyers, at its principal offices, but any such revocation shall apply only from the date of receipt and not to any charges or claims prior to such date.

GUARANTOR'S SIGNATURE

PRINTED NAME

DATE

GUARANTOR'S SIGNATURE

PRINTED NAME

DATE

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION AGREEMENT

We hereby authorize Flyers and other subsidiary companies to initiate debit entries to my (our) account indicated below and the depository named below (hereinafter called "Depository").

DEPOSITORY Bank Name: _____ Phone: _____

Bank Account #: _____ ABA #: _____

This EFT agreement is to remain in full force and effect until the Flyers Depository has received written notification from me (us) in such time and manner as to afford Flyers Depository a reasonable opportunity to act on the notification. This agreement allows Flyers to charge debits to this account at frequent intervals for varying amounts.

Company Name: _____ Contact: _____ Billing Contact: _____

Phone: _____ Fax: _____ Email: _____ Invoice Options: Email Mail

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

ATTACH VOIDED CHECK

Revised 5-2011

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